

1 Stephen D. Finestone (125675)
Jennifer C. Hayes (197252)
2 Ryan A. Witthans (301432)
FINESTONE HAYES LLP
3 456 Montgomery Street, Floor 20
San Francisco, CA 94104
4 Tel.: (415) 421-2624
Fax: (415) 398-2820
5 Email: sfinestone@fhllawllp.com
Email: jhayes@fhllawllp.com
6 Email: rwitthans@fhllawllp.com

7 Counsel for Kyle Everett,
Chapter 7 Trustee
8

9 **UNITED STATES BANKRUPTCY COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 In re

13 BENJA INCORPORATED,

14 Debtor.
15
16
17
18

Case No. 20-30819-DM

Chapter 7
Previous Chapter 11

**DECLARATION OF RYAN S. REEVES
IN SUPPORT OF APPLICATION FOR
ORDER AUTHORIZING
EMPLOYMENT OF UNITEDLEX
CORPORATION**

19
20 I, Ryan S. Reeves, declare as follows:

21 1. I am the Chief Client Officer, Litigation, of UnitedLex Corporation
22 (“UnitedLex”), whose headquarters are located at 6130 Spirit Parkway, Suite 275, Overland
23 Park, KS 66211. I make this declaration in support of the concurrently filed *Application for*
24 *Order Authorizing Employment of UnitedLex Corporation*. If called to testify, I could and would
25 competently testify to the truthfulness of the statements made herein.

26 2. Kyle Everett (the “Trustee”), the duly appointed Chapter 7 trustee for the estate of
27 the above-captioned debtor, and UnitedLex entered into a *Statement of Work for Q-01066*
28 *between the Bankruptcy Estate of Benja Inc. and UnitedLex Corporation* (the “SOW”) with an
REEVES DECLARATION

effective date of January 4, 2022. A true and correct copy of the SOW is attached as **Exhibit A** to this declaration.

3. The Trustee and UnitedLex then entered into an *Amendment to Statement of Work* (the “Amended SOW”) with an effective date of January 31, 2022. The purpose of the Amended SOW was to include additional services related to processing, hosting, searching, and analyzing electronically stored information (“ESI”). A true and correct copy of the Amended SOW is attached as **Exhibit B** to this declaration.

4. UnitedLex has extensive experience and expertise in performing ESI consulting services. UnitedLex is headquartered in Overland Park, Kansas, and it has 28 office locations across eighteen countries. The work described herein will be performed locally in the San Francisco Bay Area.

5. UnitedLex agrees to provide ESI-related services including, without limitation: (1) certified collection, restoration, and examination of ESI; (2) forensic consultation related to data collection, data recovery, data decryption, email extractions, and password cracking; (3) coordination and management of preservation and collection requests; (4) data management, tracking, auditing, and storage; (5) data processing; (6) use of the Brainspace advanced data analytics platform; (7) use of the Relativity electronic discovery platform; (8) analytics including the use of technology assisted review tools; and (9) technician, management, and consultant services. A more detailed list of anticipated services is provided in the Addendum of Fees attached to the SOW, as modified by the Amended SOW. *See Exhibits A, B.*

6. UnitedLex agrees to accept compensation as set forth in the SOW. *See Exhibit A* at ¶¶ 3.1–3.6. Compensation is based on categories of services as set forth in the Addendum of Fees attached to the SOW, as modified by the Amended SOW. *See Exhibits A, B.*

7. UnitedLex agrees to provide invoices on a monthly basis, which payments will be due within sixty calendar days after the invoice date. *Id.* at ¶¶ 3.3, 3.5.

8. Pursuant to Bankruptcy Local Rule 2016-1, the client (A. Kyle Everett, solely in his capacity as Chapter 7 trustee of the bankruptcy estate of Benja Incorporated) agrees to pay UnitedLex invoices in the ordinary course of business, subject to the Court’s review and final

REEVES DECLARATION

1 approval. *Id.* at ¶¶ 3.1, 3.3. Subject to the *Guidelines for Compensation and Expense*
2 *Reimbursement of Professionals and Trustees for the Northern District of California Bankruptcy*
3 *Court*, the client shall reimburse UnitedLex for all third-party expenses reasonably incurred by
4 UnitedLex and its personnel in the course of performing services to the client. *Id.* at ¶ 3.1.

5 9. Prior to receiving confidential information in this case, if any, I shall execute or
6 cause to be executed on behalf of UnitedLex (1) the *Acknowledgement and Agreement to be*
7 *Bound* attached as Exhibit A to the *Stipulation and Agreement for Protective Order* that was
8 filed in the main bankruptcy case on April 23, 2021, and approved by the Court on April 27,
9 2021, ECF 92, 93; and (2) the *Acknowledgement and Agreement to be Bound* attached as Exhibit
10 A to the *Stipulation and Agreement for Protective Order* that was filed in adversary proceeding
11 21-03036 on December 9, 2021, and approved by the Court on December 14, 2021, Adv. Proc.
12 No. 21-03036 ECF 17, 18.

13 10. To the best of my knowledge, neither I nor UnitedLex has any connection to the
14 debtor, creditors, parties in interest, their respective attorneys and accountants, the United States
15 Trustee, or any person employed in the Office of the United States Trustee, and are disinterested
16 persons within the meaning of 11 U.S.C. §§ 101(14). To the best of my knowledge, neither I nor
17 UnitedLex holds or represents any interest adverse to the estate.

18 11. Neither I nor UnitedLex has received a retainer from the Trustee for our
19 anticipated services. Neither I nor UnitedLex has any agreement to share any compensation to be
20 awarded in this case with any person or entity.

21 12. I have read the Application and agree to and approve all the terms and conditions
22 thereof.

23 I declare under penalty of perjury that the forgoing is true and correct. This declaration is
24 executed in Overland Park, Kansas, on February 1, 2022.

25 

26 _____
Ryan S. Reeves